



**SAN BERNARDINO COUNTY  
FLOOD CONTROL DISTRICT  
F A S  
STANDARD CONTRACT**

**FOR COUNTY USE ONLY**

E	X	New	Vendor Code		SC	Dept.	A	Contract Number	
M		Change							
X		Cancel							
County Department					Dept.		Orgn.		Contractor's License No.
Flood Control District					094 094				
Flood Control District Contract Representative					Ph. Ext.		Amount of Contract		
Jim Borcuk					387-7962				
Fund	Dept.	Organization		Appr.	Obj/Rev Source		Activity	GRC/PROJ/JOB Number	
RFA	094	094						FA40506	
Commodity Code				Estimated Payment Total by Fiscal Year					
				FY	Amount	I/D	FY	Amount	I/D
Project Name									
Mojave River Levee									
B/T I-15 and the Narrows									

THIS CONTRACT is entered into in the State of California by and between the San Bernardino County Flood Control District, hereinafter called the District, and

Name

City of Victorville

hereinafter called City

Address

14343 Civic Drive

Victorville, CA 92392-2399

Phone

Birth Date

Federal ID No. or Social Security No.

**IT IS HEREBY AGREED AS FOLLOWS:**

*(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)*

THIS AGREEMENT, is made and entered into by and between the **CITY OF VICTORVILLE**, a municipal corporation of the State of California, hereinafter referred to as **(CITY)**, and the **SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT**, a body corporate and politic of the State of California, hereinafter referred to as **(DISTRICT)**:

**WITNESSETH**

**WHEREAS**, the **CITY** and the **DISTRICT**, desire to cooperate in the development of the **Mojave River Walk** and the **Mojave River Levee** between Interstate 15 and the confluence of the Oro Grande Channel with the Mojave River ; and

**WHEREAS**, both parties **desire** to set forth each entities' rights and responsibilities within the properties to be used for the said Mojave **River Walk** and said **Mojave River Levee** projects as proposed by the **CITY** and the **DISTRICT** said lands are hereinafter referred to as **AREAS OF COMMON USE**, said **AREAS OF COMMON USE** are shown on the attached plat marked "**EXHIBIT A**"; and

**WHEREAS**, **CITY** desires to construct operate and maintain said **Mojave River Walk** within lands owned by the **CITY** as well as lands owned by the **DISTRICT** all of said lands are shown on attached "**EXHIBIT A**"; and

**WHEREAS**, **DISTRICT** desires to construct, operate and maintain said **Mojave River Levee** within lands owned by the **DISTRICT** as well as lands owned by the **CITY** all of said lands are shown on attached "**EXHIBIT A**";

**NOW, THEREFORE, IT IS UNDERSTOOD AND MUTUALLY AGREED AS FOLLOWS:**

**(A) AS TO PROPERTY OWNED BY THE DISTRICT**

1. **DISTRICT** hereby consents to the construction, operation, maintenance and reconstruction of the **Mojave River Walk** at no expense to the **DISTRICT** within the **AREAS OF COMMON USE** and to allow **CITY** to occupy and use said **AREAS OF COMMON USE**; provided, however, that no use, occupancy, construction, reconstruction, or maintenance, shall be effected by the **CITY**, its successors or assigns, in any manner which, in the opinion of the Flood Control Engineer of the **DISTRICT**, may interfere or conflict with any structures, facilities, operation, or uses which **DISTRICT** has or intends to have upon said lands, without first submitting plans for such use and/or occupancy to **DISTRICT'S** Flood Control Engineer at least thirty (30) days prior to the date of such intended use or occupancy and obtain his written approval thereof, which approval shall not be withheld, if in the opinion of said Flood Control Engineer, the proposal does not interfere or conflict with the **DISTRICT'S** interests.

2. **DISTRICT** agrees to process all permits requested by the **CITY** which are needed to construct, operate, maintain or reconstruct the **Mojave River Walk** and which are properly applied for as provided herein subject to the provisions and conditions of this agreement.

3. **DISTRICT** agrees to submit to the **CITY** at least thirty (30) days in advance, plans for any proposed construction and/or maintenance of **DISTRICT** facilities within **AREAS OF COMMON USE**, which may endanger, interfere or conflict with **CITY'S** facilities and/or their functional operation and obtain written approval from the **CITY** of such plans.

4. **DISTRICT** agrees to accept full responsibility for the maintenance and/or operation of and liability for the **Mojave River Levee** and appurtenances thereto located within the **AREAS OF COMMON USE**.

5. **CITY**, its successors and assigns, agree to accept full responsibility for the operation and maintenance of and liability for the **Mojave River Walk**, including all appurtenant works located within the **AREAS OF COMMON USE**.

6. **CITY** acknowledges **DISTRICT'S** right to the **AREAS OF COMMON USE** and the priority of **DISTRICT'S** rights within the **AREAS OF COMMON USE**. Except in emergencies, **CITY** shall give reasonable notice to the **DISTRICT** before performing any work on **CITY'S Mojave River Walk** in said **AREAS OF COMMON USE**, where such work will be performed within the levee areas, if which work will in any way alter or obstruct the **Mojave River Levee** or any appurtenances thereto.

**(B) AS TO THE PROPERTY OWNED BY THE CITY**

1. **CITY** hereby consents to the construction, maintenance and reconstruction of portions of the **Mojave River Levee** at no expense to the **CITY** within the **AREAS OF COMMON USE** and to allow **DISTRICT** to occupy and use said **AREAS OF COMMON USE**; provided however that no use, occupancy, construction, reconstruction, or maintenance, shall be effected by the **DISTRICT**, its successors or assigns, in any manner which, in the opinion of the Chief Engineer of **CITY**, may interfere or conflict with any structures, facilities, operation, or uses which **CITY** has or intends to have upon said lands, without first submitting plans for such use and/or occupancy to **CITY'S** Chief Engineer at least thirty (30) days prior to the date of such intended use or occupancy and obtain his written approval thereof, which approval shall not be withheld, if in the opinion of said Chief Engineer, the proposal does not interfere or conflict with the **CITY'S** interests.

2. **CITY** agrees to process all permits requested by the **DISTRICT** which are needed to construct, operate and maintain or reconstruct the **Mojave River Levee** and which are properly applied for as provided herein subject to the provisions and conditions of this agreement.

3. **CITY** agrees to submit to the **DISTRICT** at least thirty (30) days in advance, plans for any proposed construction and/or maintenance of **CITY** facilities within **AREAS OF COMMON USE**, which may endanger, interfere or conflict with **DISTRICT'S** facilities and/or their functional operation and obtain written approval from the **DISTRICT** of such plans.

4. **CITY** agrees to accept full responsibility for the maintenance and or operation of and liability for the **Mojave River Walk** and appurtenances thereto located within the **AREAS OF COMMON USE**.

5. **DISTRICT**, its successors and assigns, agree to accept full responsibility for the operation and maintenance of and liability for the **Mojave River Walk**, including all appurtenant works located within the **AREAS OF COMMON USE**.

6. **DISTRICT** acknowledges **CITY'S** right to the **AREAS OF COMMON USE** and the priority of **CITY'S** rights within the **AREAS OF COMMON USE**. Except in emergencies, **DISTRICT** shall give reasonable notice to the **CITY** before performing any work on **DISTRICT'S Mojave River Levee** in said **AREAS OF COMMON USE**, where such work will be performed within the **Mojave River Walk** areas, if which work will in any way alter or obstruct the **Mojave River Walk** or any appurtenances thereto.

### **(C) MUTUAL AGREEMENT**

1. **DISTRICT** agrees to indemnify, defend and hold harmless the **CITY** and/or its officers, employees, agents and volunteers from and against any and all claims, demands,

actions, loss or liability of any kind or nature which the **CITY** and/or their officers, agents, volunteers or employees may sustain or incur or which may be imposed upon them for property damage and injury to or death of any person or persons caused by the **DISTRICT'S** use of **AREAS OF COMMON USE** except insofar as such property damage, injury or death may be the result of the negligence of the **CITY** or the officers, agents, volunteers or employees of the **CITY**.

2. **CITY** agrees to indemnify, defend and hold harmless the **DISTRICT** and/or the **COUNTY**, their officers, employees, agents and volunteers from and against any and all claims, demands, actions, loss or liability of any kind or nature which the **DISTRICT** and/or the **County** or their officers, agents, volunteers or employees may sustain or incur or which may be imposed upon them for property damage and injury to or death of any person or persons caused by the **CITY'S** use of the **AREAS OF COMMON USE** except insofar as such property damage, injury to or death may be

3. **BOTH** parties hereto agree that in the event **DISTRICT/County** and/or **CITY** is found to be comparatively at fault for any claim, action, loss or damage, which results from their respective acts, errors or omissions, the **DISTRICT/County** and/or **CITY** shall indemnify the other to the extent of its comparative fault.

THIS AGREEMENT shall inure to the benefit of and be binding on the successors and assigns of both parties.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

►

FRED AGUIAR - Chairman, Board of Supervisors

(State if corporation, company, etc.)

Dated \_\_\_\_\_

By ► \_\_\_\_\_

(Authorized Signature)

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

(Print) – Name \_\_\_\_\_

Clerk of the Board of Supervisors of the County of San Bernardino.

Dated \_\_\_\_\_

Title \_\_\_\_\_

By ? \_\_\_\_\_

Address \_\_\_\_\_

Deputy

Approved as to Legal Form

Reviewed as to Affirmative Action

Reviewed for Processing

►

County Counsel

►

►

Agency Administrator/CAO

Date \_\_\_\_\_ | Date \_\_\_\_\_ | Date \_\_\_\_\_